

MINISTRY OF FINANCE AND PLANNING



TANZANIA INSTITUTE OF ACCOUNTANCY (TIA)

5th November, 2020

To 3 Service Provider in TANePS,
Provision of Secretarial Service at Mbeya Campus

Re: Mini-Competition under Framework- Agreement – Provision of Secretarial Service at Mbeya Campus.

- a) Procurement Entity Reference **No.PA/094 /2020/2021/NC/54**
- b) Deadline for tenders submission and opening date will be the one indicated in the advertisement for Invitation of Tenders issued through TANePS.

**AG. CHIEF EXECUTIVE OFFICER
TANZANIA INSTITUTE OF ACCOUNTANCY
P.O.BOX 9522 DAR ES SALAAM.**

E-mail: tia @ tia.ac.tz

022-2851035-

FAX: 022-2851

1.0 In additional bidders are required to attach the following documents;

- 1.1 A duly completed and signed priced offer as per the Schedule of Requirements and Prices.
- 1.2 A copy of valid Business License.
- 1.3 A copy of valid Tax clearance certificate.
- 1.4 A copy of valid TIN for Non Registered Companies or Both VAT and TIN for VAT Registered Companies.
- 1.5 Original Power of Attorney (POA) (In Format provided attached), and;
 - i. The Power of Attorney needs to be notarized and be duly executed and authenticated by a Commissioner for Oaths;
 - ii. Secondly, the contents of the POA should sufficiently show the transferable powers and that they have been transferred from donor to donee and their respective names and signatures are properly disclosed.
 - iii. Please find the template of the standard POA as per sample form. Failure to use our sample shall lead to disqualification
- 1.6 State whether you comply or not complied with statement of requirements as described in the tender document

Subject to the framework agreement referenced above entered between you and Government Procurement Services Agency for the procurement of common use items and services, Tanzania Institute of Accountancy (TIA) calls a mini competition. This min-competition request form has also been addressed to the suppliers awarded framework agreement.

Table 1: STATEMENT OF REQUIREMENTS AND SCHEDULE OF PRICES

S/ n	Refined technical Specification required including applicable standards	State whether you comply or not comply with specification offered
(a)	(b)	(c)
1	Successful bidder will be responsible for paying electricity bills as per units consumed.	
2	<p>Service Provider should indicate their price schedule for various services to be provided for students and staff, the price quoted by the bidder should not exceed the price indicated by the P.E attached in the quotation document such as;</p> <p>Photocopy per page Tsh.40 Printing per page Tsh 100 Scanning per page Tsh.500 Typing per page Tsh.1,000 Internet service per hour Tsh.1,000 Fax per page Tsh.1,000 Lamination service Tsh.1,000 Binding service 1,000-3,000</p>	
3	Bidders are informed that there will be peak period, starting from November-June and slack period starting from June to November for each year.	
4	Bidders are required to visit sites where services will be provided.	
5	Bidders should not use facilities of TIA for other outside services	
6	Bidders who will be awarded this tender will not be allowed to commence the execution of the contract until pays 100% of the total Contract price within Fourteen (14) days from the date of issuing letter of acceptance the contract.	
7	If successive service provider fails to pay 100% of the total Contract price within Fourteen (14) days from the date of issuing letter of acceptance the contract will automatically be terminated and the second ranked bidders will be considered for the award of contract.	
8	Supplier quotation should not be below the average quotation price of Tshs. 2,400,000.00 (Two Million four hundred thousand only) Set by TIA.	

9	Successful bidder will be the one who will pass preliminary evaluation and quote highest rental charges as compared to other bidders at financial comparison stage.	
10	Service provider should be responsible for reporting any damage/loss to the P.E for the whole service contract period.	
11.	Subcontracting of the part of service is highly prohibited.	
12	Service provider should not be engaged in any other business apart from that of the contract	

NB: Bidder should state Comply or Not Comply by filling in column C of the above named table.

To be filled by service provider: The Bidder is to complete column (d) with the statement of requirements offered and to state "comply" or "not comply" and give details of the areas of non-comp

Table 2: STATEMENT OF REQUIREMENT AND SCHEDULE OF PRICES FOR PROVISION OF SECRETARIAL SERVICES AT MBEYA CAMPUS

(1)	(2)	(3)	(4)	(5)	(6) (5)X12months	Extended Price (Tshs)
1	Provision of Secretarial Services at MBEYA Campus.	EA	Estimated number of people to be served 1,500	Proposed monthly rent	Proposed Annual rent	
TOTAL ANNUAL RENTAL						
Contract Duration is One year						

NB

You are required to submit all the required information and documents online through TANePS before or on deadline date for deadline bid submission indicated through TANePS.

Authorized Signature.....

Name of Signatory:

Title of Signatory.....

Date



TANZANIA INSTITUTE OF ACCOUNTANCY

P.O.BOX 9522, DAR ES SALAAM

LOCAL PURCHASE ORDER

UNDER A FRAMEWORK AGREEMENT

Procurement Reference No: AE/005/HQ/FA/2020/2021/NC/10

Description of Goods: PROVISION OF SECRETARIAL SERVICE AT MBEYA CAMPUS

Framework Agreement No:

Mini Competition No: PA/094 /2020/2021/NC/54

To: *[Insert Name and Address of Supplier]*

Your Quotation in respect to mini competition with reference No: **PA/094 /2020/2021/NC/54** dated is accepted and you are required to supply the goods/services as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO).

The Employer indicated above issues this Local Purchase Order for the procurement of common use items and services under the framework agreement referenced above entered into between you and the Government Procurement Services Agency [GPSA].

This Local Purchase Order is subject to the terms and conditions of the framework agreement referenced above. In the event of a conflict, between this Local Purchase Order and the framework agreement, the framework agreement shall prevail.

In consideration of the payments to be made by the Service Provider to the Employer as hereinafter mentioned, the Service Provider hereby covenants with the Employer to provide the **Provision of Secretarial Service at Mbeya Campus** and to remedy defects therein in conformity in all respects with provisions of the Local Purchase Order.

The Service Provider hereby covenants to pay the Employer in consideration of the provision of the Secretarial Service at Mbeya Campus and the remedying of defects therein, the Contract Price or such sum as may become payable under the provisions of the Local Purchase Order at the terms and in the manner prescribed by the Local Purchase Order.

The Employer has issued this Local Purchase Order to the Service provider for the Provision of the Secretarial Service at Mbeya Campus hereunder in the sum of *[insert*

amount in figures and words] in accordance with the terms and conditions agreed in the Framework Agreement and this Local Purchase Order

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

1. **Contract Sum:** The Contract Sum is [*state contract sum in TZS VAT inclusive or exclusive*].
2. **Delivery Period:** The Services are to be delivered within **ONE YEAR FROM THE DATE.....**
3. **Warranty:** NOT APPLICABLE
4. **Delivery point:** The Services are to be delivered to **TANZANIA INSTITUTE OF ACCOUNTANCY P.O.BOX 825 MBEYA CAMPUS.**
5. **Contact Person:** Notices, enquiries and documentation should be addressed to **CHIEF EXECUTIVE OFFICER, TANZANIA INSTITUTE OF ACCOUNTANCY P.O.BOX 9522 DAR ES SALAAM.**
6. **Payment terms:** Service provider who will be awarded this tender shall pay 100% of the total Contract price within Fourteen (14) days from the date of issuing letter of acceptance the contract.

SCHEDULE OF REQUIREMENTS AND PRICES

Item No.	DESCRIPTION	Unit of Measure	QUANTITY	Unit Price TZS.	Total Price TZS.
VAT (18%)					
Total Amount in TZS. (including VAT)					

For Employer:

Signature:.....

Name:.....

Designation:.....

Date:.....

For Service Provider:

Signature:.....

Name:.....

Designation:.....

Date:.....

**SECTION IV: GENERAL CONDITIONS OF THE LOCAL
PURCHASE ORDER**

A. General Provisions

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- a) "Adjudicator" is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Clauses ___ and ___ hereunder;
 - b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
 - c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;
 - d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 2.1 of such signed Contract;
 - e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 33.1;
 - f) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
 - g) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;
 - h) "collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice
 - i) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's

employees and equipment, in addition to payments for associated materials and administration;

- j) "Employer" means the party who employs the Service Provider;
- k) "Foreign Currency" means any currency other than the currency of the country of the Employer;
- l) "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- m) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- n) "GCC" means these General Conditions of Contract;
- o) "Government" means the Government of the United Republic of Tanzania;
- p) "Local Currency" means the currency of the United Republic of Tanzania;
- q) "Member," in case the Service Provider consist of a joint venture of more than one Entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the Entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;
- r) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- s) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- t) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Employer;

- u) "Service Provider's Tender" means the completed Tendering Documents submitted by the Service Provider to the Employer
- v) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- w) "Specifications" means the specifications of the service included in the Tendering Documents submitted by the Service Provider to the Employer
- x) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- y) "Subcontractor" means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 7.1 and 8.1.
- z) "Site" means the place(s) named in SCC.
- aa) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;

2. Applicable Law and Interpretation

- 2.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise **specified in the SCC**. The documents forming the Contract shall be interpreted in the following order of priority:
- 1) Contract,
 - 2) Letter of Acceptance,
 - 3) Service Provider's Tender,
 - 4) Special Conditions of Contract**
 - 5) Conditions of Contract,
 - 6) Specifications,
 - 7) Activity Schedule
 - 8) Any other document listed in the **SCC** as forming part of the Contract.

3. Language

- 3.1 This Contract has been executed in the language specified in the **SCC**, which shall be the binding and

controlling language for all matters relating to the meaning or interpretation of this Contract.

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| 4. Communication
s | 4.1 | Any notice, request, or consent made pursuant to this Contract shall be in writing or in electronic forms that provide record of the content of communication and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC. |
| 5. Location | 5.1 | The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve. |
| 6. Authorized
Representatives | 6.1 | Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC. |
| 7. Subcontracting | 7.1 | The Service Provider may subcontract with the approval of the Employer's Representative, but may not assign the Contract without the approval of the Employer in writing or in electronic forms that provide record of the content of communication. Subcontracting shall not alter the Service Provider's obligations. |
| 8. Other Service
Providers | 8.1 | The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Service Providers, as referred to in the SCC. The Service Provider shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Service Providers, and shall notify the Service Provider of any such modification. |
| 9. Taxes and
Duties | 9.1 | The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. |

B. Commencement, Completion, Modification, and Termination of Contract

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| 10. Effectiveness of
Contract | 10.1 | This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC. |
| 11. Commencement
of Services

Program | 11.1 | Before commencement of the Services, the Service Provider shall submit to the Employer for approval a |

		Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
	Starting Date	11. The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
12. Intended Completion Date		12. Unless terminated earlier pursuant to Clause 15, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Clause 26. In this case, the Completion Date will be the date of completion of all activities.
13. Modification		13. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained.
14. Force Majeure		
	No Breach of Contract	14. The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
	Extension of Time	14. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	Payments	14. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
		14. Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late

payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.

15. Termination

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|--------------------------------|-------------|---|
| By the Employer | 15.1 | <p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause and sixty (60) days' in the case of the event referred to in (g):</p> <ul style="list-style-type: none">a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic forms that provide record of the content of communication;b) if the Service Provider become insolvent or bankrupt;c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; ord) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract.e) if the Service Provider does not maintain a Performance Security in accordance with Clause 27;f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Clause 26.1 and the SCC.;g) if the Employer, in its sole discretion, decides to terminate this Contract. |
| By the Service Provider | 15.2 | <p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:</p> <ul style="list-style-type: none">(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 43 within forty-five (45) days after receiving written notice |

- from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- Payment upon Termination** 15. Upon termination of this Contract pursuant to sub-Clauses 15.1 or 15.2, the Employer shall make the following payments to the Service Provider:
- (a) remuneration pursuant to Clause 33 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 15.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.
- Limitation of Liability** 16. Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,
- (a) The Service Provider shall not be liable to the procuring entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..

C. Obligations of the Service Provider

- 16 General**
- 16.1 The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

**Conflict of
17. Interests**

**Service
Provider not
to Benefit
from
Commissions
and
Discounts**

17.1 The remuneration of the Service Providers pursuant to Clause 33 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

**Service
Provider and
Affiliates not to
be Otherwise
Interested in
Project**

17.2 The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**Prohibition
of
Conflicting
Activities**

17.3 Neither the Service Providers nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

18 Confidentiality

18.1 The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

**19 Insurance to
be Taken out
by the
Service
Providers**

19.1 The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken

		out and maintained and that the current premiums have been paid.
20 Protection of the environment	20.1	The Service Provider shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
	20.2	The Service Provider shall ensure that emissions, surface discharges and effluent from his activities shall not exceed values prescribed in relevant environmental laws.
21 Labour Laws	21.1	The Service Provider shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.
	21.2	The Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work.
22 Health and Safety	22.1	The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
	22.2	The Service Provider shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
	22.3	The Service Provider shall notify the Employer details of any accident as soon as practicable after its occurrence. The Service Provider shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
	22.4	The Service Provider shall conduct an HIV-Aids awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Service Provider's personnel, the Employers Staff and the surrounding community.
23. Service Providers' Actions Requiring Employer's Prior Approval	23.1	The Service Provider shall obtain the Employer's prior approval in writing or in electronic forms that provide record of the content of communication before taking any of the following actions: <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"), (c) changing the Program of activities; and (d) any other action that may be specified in the SCC.

24 Reporting Obligations	24.1 The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
25 Documents Prepared by the Service Providers to be the Property of the Employer	25.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with this Clause shall become and remain the property of the Employer, and the Service Providers shall, not later than 14 days upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
26 Liquidated Damages	
Payments of Liquidated Damages	26.1 The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
Correction for Over-payment	26.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 36.
Lack of Performance Penalty	26.3 If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 41.1
27 Performance Security	27.1 The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract, unless otherwise specified in the SCC.

- 27.2 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Contractor to provide additional Performance Security to cover any cumulative increase of more than ten percent of the Initial Contract Price.

D. Service Provider's Personnel

- 28. Description of Personnel** 28.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 29. Removal and/or Replacement of Personnel** 29.1 Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- 29.2 If the Employer finds (i) that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- 29.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

E. Obligations of the Employer

- 30. Assistance and Exemptions** 30.1 The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.
- 31. Change in the Applicable Law** 31.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 34(a) or (b), as the case may be.

32. **Services and Facilities** 32.1 The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

F. Payments to the Service Provider

33. **Lump-Sum Remuneration** 33.1 The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 34.1, the Contract Price may only be increased above the amounts stated in Clause 33 if the Parties have agreed to additional payments in accordance with Clause 35.1.
34. **Contract Price** 34.1 a) The price payable in local currency is set forth in the SCC.
b) The price payable in foreign currency is set forth in the SCC.
35. **Payment for Additional Services** 35.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 13, a breakdown of the lump-sum price is provided in Appendices D and E.
36. **Terms and Conditions of Payment** 36.1 Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, advance payment shall be made against the provision by the Service Provider of a bank guarantee or insurance bond for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Employer specifying the amount due.
37. **Interest on Delayed Payments** 37.1 If the Employer has delayed payments beyond twenty eight (28) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC
38. **Price Adjustment** 38.1 a) Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”. I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

- b) If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

39. Dayworks

- 39.1 If applicable, the Daywork rates in the Service Provider’s Tender shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 39.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Clause 6 within two days of the Services being performed.
- 39.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Clause 39.

G. Quality Control

40. Identifying Defects

- 40.1 The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect.

41. Correction of Defects and Lack of Performance Penalty

- 41.1
 - a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
 - b) Every time a notice of Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer’s notice.

- c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Clause 26.3.

H. Settlement of Disputes

- | | |
|--------------------------------|--|
| 42. Amicable Settlement | 42.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |
| 43. Dispute Settlement | <p>43.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.</p> <p>43.2 The Adjudicator shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.</p> <p>43.3 The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.</p> <p>43.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.</p> <p>43.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.</p> |

**SECTION V: SPECIAL CONDITIONS OF THE LOCAL
PURCHASE ORDE**

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<i>A. General Provisions</i>		
1.	1.1(a)	The Adjudicator: SHALL BE APPOINTED BY TANZANIA CHAMBER OF COMMERCE, INDUSTRY AND AGRICULTURE.
	1.1(b)	Activity schedule: PROVISION OF SECRETARIAL SERVICE AT MBEYA CAMPUS
	1.1(d)	The contract name is: PROVISION OF SECRETARIAL SERVICE AT MBEYA CAMPUS
	1.1(h)	The Employer is CHIEF EXECUTIVE OFFICER, TANZANIA INSTITUTE OF ACCOUNTANCY
	1.1(q)	The Member in Charge is: NOT APPLICABLE
	1.1(r)	The Service Provider is: WILL BE DETERMINED LATER
	1.1(v)	The works to be performed by the service provider is: PROVISION OF SECRETARIAL SERVICE AT MBEYA CAMPUS
2.	2.1	The laws that applies to the Contract is: THE LAW OF UNITED REPUBLIC OF TANZANIA
3.	3.1	The language is: ENGLISH
4.	4.1	Procuring Entity's address for notice purposes: CHIEF EXECUTIVE OFFICER TANZANIA INSTITUTE OF ACCOUNTANCY P.O.BOX 9522 DAR ES SALAAM, TANZANIA TEL: 022280717 FAX: 0736502630 E-MAIL: tia@tia.ac.tz Service Provider: WILL BE DETERMINED LATER
5.	6.1	The Authorized Representatives are: For the Employer: CHIEF EXECUTIVE OFFICER TANZANIA INSTITUTE OF ACCOUNTANCY,

		For the Service Provider: WILL BE DETERMINED LATER
<i>B. Commencement, Completion, Modification, and Termination of Contract</i>		
6.	8.1	Schedule of other Service Providers NOT APPLICABLE
7.	10.1	The date on which this Contract shall come into effect is:
8.	11.2	The Starting Date for the commencement of Services is:
9.	12.1	The Intended Completion Date is:
<i>C. Obligations of the Service Provider</i>		
10.	17.3 (c)	Give the list of other activities which the personnel of service providers should not engage: the SP should not engaged in Any business or professional activities which would conflict with the activities of security services
11.	19.1	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle TZS. 2,000,000/- (ii) Third Party liability TZS. 2,000,000/- (iii) Employer's liability and workers' compensation TZS. 2,000,000/- (iv) Professional liability NOT APPLICABLE (v) Loss or damage to equipment and property TZS. 2,000,000/-
12.	22.4	<p>Other Measures for HIV-Aids awareness programme</p> <ul style="list-style-type: none"> a. Minimizing the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counseling and testing (VCT) c. Providing Condoms to Male and Female Workers d. Providing psychological support and health care including prevention and treatment of opportunistic

		infections for workers infected and affected, as well as their families.
13.	23.1(d)	The other action requiring the employer's after signing the contract is to conduct inspection of all the equipment used according to the terms of the contract.
14.	25.1	Restrictions about future use of documents submitted by Service Providers not applicable NOT APPLICABLE
15.	26.1	Rate to be used for paying the Service provider's interest on the late payment made by PE shall be 0.1% of unpaid invoice.
<i>E. Obligations of the Employer</i>		
17.	30.1	Note: List here any assistance or exemptions that the Employer may provide under Clause 27. If there is no such assistance or exemptions, state " NOT APPLICABLE "
<i>F. Payments to the Service Provider</i>		
18.	34.1(a)	The amount in local currency is: TANZANIAN SHILLINGS
19.	34.1(b)	The amount in foreign currency or currencies is: NOT APPLICABLE
20.	36.1	Payments shall be made according to the following schedule: UPON SATISFACTORY PERFORMANCE OF THE CONTRACTS AS PER MONTHLY PERFORMANCE REPORTS
21.	37.1	Payment shall be made within 28 days of receipt of the invoice and the relevant documents specified in GCC Clause 37, and within 7 days in the case of the final payment.
22.	38.1	Price adjustment is: NOT APPLICABLE
<i>H. Settlement of Disputes</i>		
23.	43.3	The Adjudicator shall be appointed by; Tanzania Chamber of Commerce, Industry and Agriculture. The Adjudicator will be paid a rate stipulated as according to the Arbitration rules per hour of work. The following reimbursable expenses are recognized: NOT APLLICABLE

		<p>The arbitration procedures of Tanzania Chamber of Commerce, Industry and Agriculture will be used</p> <p>The designated Appointing Authority for a new Adjudicator is Tanzania Chamber of Commerce, Industry and Agriculture.</p>
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SPECIAL POWER OF ATTORNEY

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*,

WE the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to us by the Board Resolution No ofday of*[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* that is to say;

To act for the company and do any other thing or things incidental for *[insert tender Number]* of *[insert description of procurement]* for the *[insert name of the procuring entity]*;

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said *[[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month]* *[insert year]*.

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month]* *[insert year]* at *[insert region]* for and on behalf of *[insert name of the company]*
.....

SEALED and DELIVERED by the

Common Seal of *[insert name of the donor/coy]* }

This *[insert date, month and year]*

.....
DONOR

BEFORE ME:

.....

COMMISSIONER FOR OATHS

ACKNOWLEDGEMENT

I [*insert name of donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
[*Insert name of donee*] Identified to me
by [*insert name*]
The latter known to me personally
This [*insert date, month and year*],

.....
DONEE

BEFORE ME

.....
COMMISSIONER FOR OATHS